

INMATE TELECOMMUNICATIONS AGREEMENT
Regulatory Compliance Amendment

This Amendment, entered into the 31st of May 2016, between **Jefferson County and the Sheriff of Jefferson County** of the one part, hereinafter collectively "Sheriff," and **Pay Tel Communications, Inc.** of the other part, hereinafter "Pay Tel," modifies the Inmate Telecommunications Agreement dated September 3, 2003, and Addendums dated July 13, 2005, January 23, 2008, and June 4, 2013 (hereafter referred to as the "Agreement"). In anticipation of mandated changes to regulations governing Inmate Telephone Service and in consideration of the mutual promises and covenants contained herein, Pay Tel and Sheriff hereby agree to modify the Agreement as follows:

1. Term: The current term ending September 30, 2016, will be extended three (3) years, to and including September 30, 2019. Section 3.1 of the Agreement is deemed amended consistent with the foregoing.

2. Section 5.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.3 The parties acknowledge that the Agreement is subject to the provisions of governing state and federal law and regulations, and Pay Tel agrees to provide Services in full compliance with all applicable rules and regulations of the Federal Communications Commission and any applicable State regulatory agency. In the event that such laws or regulations conflict with or are inconsistent with the terms of this Agreement, the provisions of applicable law shall control and supersede the contrary provisions of this Agreement. Pay Tel will provide twenty (20) days prior written notice of any such required changes which shall be deemed incorporated into this Agreement by reference unless objected to in writing by Sheriff within twenty (20) days after receipt of notice, in which case Sheriff's objection will be resolved by application of the dispute resolution provision of Section 6.2.

3. Section 6.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

6.2 In addition to disputes arising under Section 5.3, in the event that any state or federal legislative, regulatory, judicial or other legal action (a) materially affects any terms of this Agreement or the ability of Pay Tel to perform any terms of this Agreement, or (b) would make Pay Tel's compliance with its obligations under this Agreement, in Pay Tel's reasonable judgment, no longer economical or feasible, Pay Tel may provide written notice of such facts to Sheriff and the parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event negotiations are not resolved within forty-five (45) days of notice, either party may submit the dispute for resolution pursuant to the dispute resolution provisions of this Agreement or alternatively, Pay Tel may terminate this agreement on thirty (30) days' notice to Sheriff.

4. Except as expressly modified by this Regulatory Compliance Amendment, the provisions and conditions of the Agreement, including all Exhibits shall remain in full force and effect.

JEFFERSON COUNTY, FLORIDA

By: David C. Hobbs (Seal)

By: David C. Hobbs (Printed)
Authorized Agent for Sheriff

Date: 5/31/16

Attest: Jean Willis

PAY TEL COMMUNICATIONS, INC.:

By: Vincent Townsend (Seal)

By: Vincent Townsend (Printed)

Date: 8/25/16

Attest: Charlie Dean
Account Representative: Charlie Dean